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filed
S.C.
MORTGAGE
SHERSLEY

1477-334

MORTGAGE

THIS MORTGAGE is made this 18th day of August 1979, between the Mortgagor, Hazel S. Cann and James O. Jennings (herein "Borrower"), and the Mortgagee,

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of SOUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 18, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1989

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, fronting on White Horse Road, and shown on a certain plat made by Carolina Surveying Co., July 20, 1979, as a building and lot designated "Jack Cann, Magistrate", which plat is recorded in the RMC Office for Greenville County, S.C., in Plats Book 7-L, at Page 21, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of White Horse Road and running thence S. 69-15 W. 183 feet to a spike on a driveway; thence N. 80-15 W. 154 feet to a point; thence N. 19-29 E. 20.3 feet to a point; thence S. 80-15 E. 150.6 feet to a point on the said driveway; thence N. 69-15 E. 171.9 feet to a point on White Horse Road; thence S. 23-41 E. 17.27 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of The Rice Corporation, to be executed and recorded of even date herewith.

ALSO, all the Mortgagors' right, title and interest in and to those certain easements for ingress and egress over those portions of the said property shown on the above-mentioned plat shown as "25' Drive" and "30' Service Road and Utility Area" and that certain easement for purposes of parking on and over that portion of land designated on said plat as "Paved Parking Area".

The above-described property being mortgaged hereby is subject to the easement reserved unto The Rice Corporation over that portion of the property which lies within the areas of the said plat marked "25' Drive" and "30' Service Road and Utility Area" for the benefit of ingress and egress to other buildings within Westwood Plaza; and also subject to the easement reserved unto The Rice Corporation for purposes of parking on that portion of the mortgaged premises which lies within that area of the said plat designated "Paved Parking Area".

which has the address of 6247 White Horse Road, Greenville (Street) (City)

S. C. 29611 (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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